

RECORDATION NO. 7559 *A*
FEB 27 1975 1 22 PM
INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL AGREEMENT dated as of
March 1, 1975, among AMERICAN NATIONAL BANK
AND TRUST COMPANY OF CHICAGO (hereinafter
called the Vendor), AMERICAN FLETCHER LEASING
CORPORATION (hereinafter called the Company)
and BURLINGTON NORTHERN INC. (hereinafter
called the Railroad).

WHEREAS the Company, the Vendor and the Railroad
have heretofore entered into a Reconstruction and Conditional
Sale Agreement (hereinafter called the RCSA), dated as of
June 15, 1974, pursuant to which the Vendor advanced 70% of
the purchase price of certain units of railroad equipment
(hereinafter called the Equipment), which are owned by the
Company and which were reconstructed by the Railroad;

WHEREAS by reason of the RCSA having been filed
on July 3, 1974, with the Interstate Commerce Commission
pursuant to Section 20c of the Interstate Commerce Act
(Recordation No. 7559), the Vendor has a prior security
interest in each unit of the Equipment;

WHEREAS the Vendor, the Company and the Railroad
desire to supplement the RCSA in order for it to provide
that the Vendor shall be paid interest on the Conditional
Sale Indebtedness (as defined in the RCSA) at the Long-Term
Debt Rate (as herein defined) from March 3, 1975.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

1. Article 3 of the RCSA is hereby amended as follows:

(a) the fourth sentence of the fourth paragraph Article 3 of the RCSA is hereby amended to read:

"Interest shall be payable on December 1, 1974, the Takeout Date (as hereinafter defined), June 2, 1975, and each Payment Date thereafter as follows:";

(b) subparagraph (ii) of the fourth paragraph of Article 3 of the RCSA is hereby amended by deleting "June 2, 1975" in the first line thereof and inserting, in lieu thereof, "March 3, 1975";

(c) subparagraph (iv) of the fourth paragraph of Article 3 of the RCSA is hereby amended by deleting "December 1, 1975" and inserting, in lieu thereof, "June 2, 1975";

(d) a new subparagraph (v) is added to the fourth paragraph of Article 3, which provides as follows:

"(v) On December 1, 1975, to the extent accrued, from June 2, 1975, at a rate per annum equal to the Long Term Debt Rate."; and

(e) subparagraph (v) of the fourth paragraph of Article 3 is renumbered "(vi)".

2. Pursuant to the fifth paragraph of Article 3 of the RCSA, the Long-Term Debt Rate is hereby determined to be 9-3/8%.

3. The second paragraph of Article 6 of the RCSA is hereby amended by inserting in the tenth line thereof between the words "interest payment date" and the words "in respect of" the words ", other than March 3, 1975,".

4. This Supplemental Agreement shall not take effect unless certain Investors under a Supplemental Finance Agreement, dated as of the date hereof, among the Vendor, the Company, the Railroad and said Investors shall have paid to the Vendor on or before March 3, 1975, the amount of \$3,754,086.

5. The RCSA, except as amended hereby, shall remain in full force and effect.

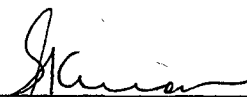
IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed all as of the date first above written.

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO,
as Agent,

by

[Corporate Seal]

Attest:


Assistant Secretary

AMERICAN FLETCHER LEASING
CORPORATION,

by

John T. Tynell

BURLINGTON NORTHERN, INC.,

by

Frank H. Coyne

[Corporate Seal]

Attest:

G. A. Fleming
Assistant Secretary

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this 25 day of February 1975, before me personally appeared J. Michael Whelan, to me personally known, who, being by me duly sworn, says that he is a Second Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, that one of the seals affixed to the foregoing instrument is the corporate seal of said trust company, that said instrument was signed and sealed on behalf of said trust company by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said trust company.

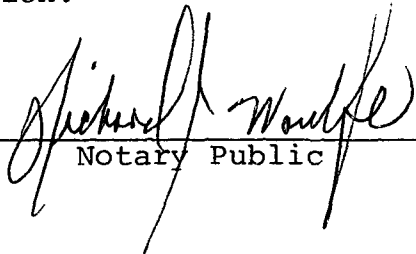
Cassandra Cardenas
Notary Public

My Commission Expires

[Notarial Seal] EXPIRATION DATE MARCH 6, 1978.

STATE OF MINNESOTA,)
) ss.:
COUNTY OF RAMSEY,)

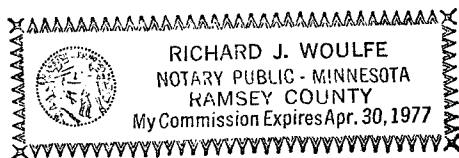
On this 25th day of February 1975, before me personally appeared FRANK H. COYNE, to me personally known, who, being by me duly sworn, says that he is a Vice President of BURLINGTON NORTHERN INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

[Notarial Seal]

My Commission Expires



STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this 25 day of February 1975, before me personally appeared *John R. Templeman* to me personally known, who, being by me duly sworn, says that he is a Vice President of AMERICAN FLETCHER LEASING CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Rosetta L. La Prade

Notary Public

My Commission Expires **MY COMMISSION EXPIRES JULY 18, 1978**

[Notarial Seal]

